

**SERVICE AGREEMENT
BETWEEN CITY OF LINCOLN AND
THE UNIVERSITY OF NEBRASKA-LINCOLN EXTENSION
NUTRITION EDUCATION PROGRAM**

I. INTRODUCTION.

This Service Agreement is between the City of Lincoln, Nebraska (City), on behalf of the Lincoln-Lancaster County Health Department's Special Supplemental Nutrition Program for Women, Infants, & Children (WIC), for nutrition services, and the University of Nebraska-Lincoln County Extension Nutrition Education Program (NEP) (Program Provider), with a place of business at University of Nebraska-Lincoln, Attn: Christine Jackson, ADMS 201, , Lincoln, NE 68588 and phone (402) 472-4455.

II. SERVICES.

The Program Provider and City enter this Agreement for the Program Provider to:

1. Provide non-high risk nutrition education services at Lincoln Medical Education Partnership (LMEP) City sites located at 4600 Valley Road; North 27th Street City site; and other sites mutually agreed upon by the parties within the City of Lincoln, Nebraska.
2. Provide the services described in subparagraph 1. in conjunction with the City's clinic schedule, not to exceed 3 times per week at any location.
3. Provide referral information to City participants in need of more comprehensive services related to nutritional needs.
4. Allow monitoring of participants' records and have available for review by the staff and administration of the City, the Nebraska Department of Health and Human Services System, and the United States Department of Agriculture for purposes of quality assurance and monitoring.

The Program Provider and City enter into this Agreement for the City to:

1. Provide training to designated Program Provider staff related to the City program and pertinent City policies and procedures necessary to fulfill Program Provider's obligations under this Agreement.

In addition, the Program Provider and City mutually agree as follows:

1. Both parties agree to meet at least annually during the term of this Agreement to review integration activities, forms, and procedures used in performance of this Agreement.
2. Both parties agree to provide joint staff training for those staff functioning in both City and Program Provider program areas.
3. Both parties agree to develop, utilize, and reinforce shared nutrition and health messages.

III. TERM.

The term of this Agreement shall be from July 1, 2012 and shall continue until completion of all the obligations of this Agreement, but in no event longer than June 30, 2015.

IV. COMPENSATION.

The Program Provider will not receive any compensation for any work performed which relates to City services.

V. TERMINATION FOR BREACH.

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party thirty (30) days written notice.

VI. TERMINATION FOR CONVENIENCE.

City and Program Provider have the right to terminate this Agreement for any reason for its own convenience. If City or Program Provider terminates this Agreement for convenience, City or Program Provider shall provide City or Program Provider with sixty (60) days written notice of the termination.

VII. TERMINATION FOR LACK OF FUNDING.

The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of City. In the event of unavailability of funds to pay any amounts due under this Agreement, City shall immediately notify the Program Provider and this Agreement shall terminate without penalty or expense to City.

VIII. DUTIES GENERALLY.

The Program Provider agrees as follows:

- A. To timely and professionally complete the services as described above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
- B. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
- D. To conduct all activities related to the services in a lawful manner.
- E. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

IX. INDEPENDENT CONTRACTOR.

City is interested only in the results produced by this Agreement. The Program Provider has sole and exclusive charge and control of the manner and means of performance. The Program Provider shall perform as an independent contractor and it is expressly understood that neither the Program Provider nor any of its staff are employees of City and, thus they are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave.

X. INSURANCE.

A. Program Provider shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting Program Provider and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Program Provider and Program Provider's employees, or those directly or indirectly employed by Program Provider. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
3. Personal Injury Damage - \$1,000,000 each Occurrence; and
4. Contractual Liability - \$1,000,000 each Occurrence; and
5. ~~Products Liability and Completed Operations - \$1,000,000 each Occurrence; and~~
6. ~~Medical Expenses (any one person) - \$10,000.~~

B. The following shall be provided and attached to this Agreement by the Program Provider:

1. A Certificate of Insurance for its General Liability Insurance. ~~The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance.~~ The Program Provider may present evidence of equivalent self insurance in place of a certificate of insurance for General Liability Insurance. The City shall be treated as an additional insured as if the Program Provider possessed General Liability Insurance.
2. Proof of Workers' Compensation Insurance, where appropriate.

C. Program Provider is required to provide the City with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement. If Program Provider obtains General Liability Insurance during the term of this Agreement, it shall add the City as an additional insured and provide a copy of the Certificate of Insurance naming the City as an additional insured.

XI. INDEMNIFICATION.

To the fullest extent permitted by law, Program Provider shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including

without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Program Provider, or anyone for whose acts any of them may be liable. This section will not require Program Provider to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

XII. AUDIT PROVISION.

The Program Provider shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

XIII. FAIR EMPLOYMENT.

The Program Provider shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat. § 48-1122*, as amended.

XIV. FAIR LABOR STANDARDS.

The Program Provider shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

XV. NEBRASKA LAW.

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

XVI. INTEGRATION, AMENDMENTS, ASSIGNMENT.

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

XVII. SEVERABILITY & SAVINGS CLAUSE.

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this

Agreement shall not invalidate any other section or subdivision of a section thereof.

XVIII. PRIVACY

The Program Provider agrees that it will treat patient information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). Specifically, the Program Provider agrees that it shall:

- A. Use appropriate safeguards to prevent misuse or inappropriate disclosure of patient information.
- B. Make patient information available to patients in a manner not inconsistent with HIPAA;
- C. Require all employees to comply with such restrictions and sign a confidentiality statement;
- D. Report any improper use or disclosure of patient information immediately to the City.

XIX. CONFIDENTIALITY STATEMENT

The Program Provider agrees to keep confidential all information related to this Agreement and shall not use, disclose, or make this information available to any individual or organization without prior written approval of the City.

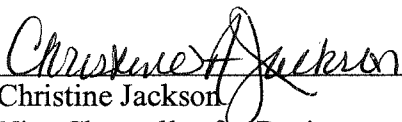
Information provided or obtained by this Agreement will be processed in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal or other means. Any documents provided as a result of this Agreement shall not be duplicated or disseminated without prior written authority from the City. Any records created from information provided by this Agreement will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as nonduty hours when not in use. The Program Provider will be responsible for any damages and will hold the City harmless from any loss should any breach of confidentiality occasioned by City occur.

To ensure confidentiality of information pursuant to this Agreement, the Program Provider agrees to sign off computer terminals when they are not in use; lock PCs during all non-business hours, encrypt or password protect confidential or sensitive files, store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key, ensure that only authorized persons will have access to exchanged information, instruct all of Program Provider's personnel with access to the exchanged information provided by this Agreement are advised of the confidential nature of the information, the safeguards required to protect the information.

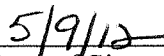
XX. CAPACITY.

The undersigned person representing the Program Provider does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Program Provider to this Agreement.

IN WITNESS WHEREOF, the Program Provider and City do hereby execute this Agreement.


Christine Jackson
Vice Chancellor for Business and Finance
ADMS ~~201~~ 307
University of Nebraska-Lincoln
Lincoln, NE 68588-0425

Chris Beutler
Mayor of City of Lincoln
555 South 10th Street
Lincoln, Nebraska 68508



Date of Signature

Date of Execution